

Strata Plan 62406

Cadigal Avenue Terraces, Jacksons Landing PYRMONT NSW

Consolidated Set of By-Laws

SP62406 – DEVELOPER BY-LAWS

1. Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Building" a building containing a lot or pan of a lot the subject of the Strata Scheme;

"Common Property" so much of the Parcel as from time to time is not comprised in any lot;

"Community Association" is community association DP 270215;

"Community Development Lot" the meaning given to that term in the Community Management Statement;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Developed" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Executive Committee" the executive committee of the Owners Corporation;

"Landscaped Areas" any external landscaped area of the Strata Scheme comprising Common Property;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Occupier" any person in lawful occupation of a Lot; Occupier must not:

"Owner":

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or
- (b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

"Owners Corporation" the Owners Corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Strata Plan" the Strata Plan registered with these by-laws;

"Strata Scheme" the Strata Scheme constituted on registration of the Strata Plan;

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored Balconies and Gardens in the interpretation of these by-laws.

(b) that glass or part of the glass cannot be accessed by the Owner or affected. Occupier safely or at all.

1.6 The word "includes" in any form is not a word of limitation.

2. Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on
- (b) use for his or her own purposes as a garden any portion of the Common Property.

Damage to Common Property

2.2 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.

2.3 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

Depositing Rubbish and Other Material

2.4 Except with the prior written approval of the Owners Corporation and Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

3. Cleaning

Windows and Doors

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

3.2 An Owner or Occupier must keep all internal gardens and balconies clean and tidy and well maintained.

4. Moving Furniture and Other Objects On or Through Common Property

4.1 An Owner or Occupier must not transport any furniture or large objects through or on Common Property within a building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

4.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property (whether in a building or not) in a specified manner.

4.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

5. Floor Coverings

Noise

5.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient prevent the transmission from the floor space of noise likely to disturbed the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

6. Garbage Disposal

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme does not have shared receptacles for garbage and recyclable materials or waster. An Owner or Occupier:

- (a) must maintain such receptacles within the Lot, or on such pan of the Common Property as may be authorised by the Owners Corporation, in clean and dry

- condition and (except in the case of receptacles for recyclable material) adequately covered;
- (b) must ensure that before refuse, recyclable material or waste is placed in o the receptacles it is, in the case of refuse, securely wrapped or, in the o case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose the Owners and at a time not more than 12 hours before the time at which recyclable material or waste is normally collected;
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a);
 - (e) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
 - (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

7. Change in Use of Lot to be Notified

An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

8. Provision of Amenities or Services

8.1 The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

9. Community Management Statement Effect on the Strata Scheme

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works;
- (g) security.

Comply

9.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an or Occupier to do something which is prohibited or regulated by the Community Management Statement.

10. Architectural Standards and Landscape Standards

Who May Prescribe

10.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

11. Landscaped Areas

Restricted Use Rights

11.1 In accordance with by-law 6 of the Community Management Statement, the Owners Corporation grants to the Community Association restricted use of the Landscaped Areas.

Community Association Obligations

11.2 Permitted persons as defined in the Community Management Statement have unrestricted access to and use of the Landscaped Areas at all times.

11.3 The Community Association must:

- (1) control, manage, maintain and renew and replace the Landscaped Areas;
- (2) repair damage to the Landscaped Areas restricted to the Community Association under this by-law; and
- (3) indemnify the Owners Corporation against all claims and liability caused

11.4 The Owners Corporation must reimburse the Community Association for the cost (including any amount under by-law 11.5) of the Landscaped Areas within Beach 30 days of receiving an account from the Community Association.

11.5 The Community Association may make agreements with third parties about performing its obligations under this by-law.

12. Agreement with a Manager

Owners Corporation may enter

12.1 The Owners Corporation may determine to enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property that the Community Association is not responsible for. The effect of this agreement is disclosed in this by-law.

Parties

12.2 The parties to the agreement will be:

- (a) the Owners Corporation; and
- (b) Jacksons Landing Estate Management Pty Limited ACN 091 590 279 as Manager.

Term

12.3 The period of the agreement may be for a period of up to 5 years with 4 options each of 5 years.

Duties

12.4 The duties of the Manager may include:

- (a) the maintenance and replacement of the Common Property that the Community Association is not responsible for;
- (b) the control and supervision of the Common Property that the Community Association is not responsible for;
- (c) the provision of services to the Owners Corporation or the Owners and Occupiers;
- (d) anything else that the Manager indicates is necessary for the Common Property that the Owners Corporation is not responsible for.

Remuneration

12.5 The Managers remuneration for the first year of the agreement will be \$1,050-. During the subsequent years of the agreement, the managers remuneration is an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.

Costs for carrying out duties

12.6 Any remuneration payable to the Manager is exclusive of the cost to the Manager of carrying out or procuring the carrying out of the duties set out in the agreement.

12.7 Any cost incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

Assignment

12.8 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

12.9 The agreement may be terminated by the Owners Corporation if the Manager:

- (a) assigns its interest in the agreement in breach of the assignment provisions;
- (b) fails or neglects to carry out its duties after 21 days of notice of same from the Owners Corporation;
- (c) is guilty of gross misconduct or gross negligence in performance of its duties; or
- (d) enters into liquidation.

12.10 The Manager may terminate the agreement at any time on giving 3 months' notice.

13. Security Keys

13.1 The Owners Corporation may restrict access to the Building by means of Security Keys.

13.2 The Owners Corporation may make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

13.3 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner.

13.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

13.5 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

14. Commercial Premises/Home Office

14.1 If, an Occupier proposes to use a Lot for a use other than residential, the Occupier must first:

- (a) notify the Owners Corporation in accordance with by-law 7; and
- (b) obtain the consent of all necessary authorities (including Sydney City Council).

14.2 The Occupier acknowledges that condition 11 of building approval number B1998-00272 in respect of the strata scheme provides that access for people with disabilities must be provided to any commercial premises including commercial offices.

14.3 The Owner to which he proposed change of use applies, must comply with clause 14.2 at the Owner's expense.

14.4 Attention is drawn to the development consent conditions to development application number 99/00565.

15. Developer's Rights

Restricted Use Rights

15.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

End of Restricted Use Rights

15.2 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.

15.3 Despite by-law 15.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any Community Lot.

Obligations

15.4 The Developer must:

- (a) repair any damage to the Property occurring as a result of Development Activities as soon as practicable after the damage occurs; and

- (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

15.5 There are no matter relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 15.

SPECIAL BY-LAW NO. 1 – SPECIAL PRIVILEGE GARAGE DOORS (REPLACED: 03/09/2017) (AI942514)

DEFINITIONS

In this by-law:

Garage Door Works means alterations and additions restricted to the Specifications to a garage door adjacent to a Lot and to so much of the common property as is necessary (including all ancillary structures).

Lot means a lot or part lot in strata plan no. 62406, including any subdivision of that Lot.

Owner means the owner for the time being of a Lot.

Specifications means the following in relation to Garage Door Works:

1. Tilt-a-doors may only be removed and replaced with panel lift doors;
2. Any existing perforated garage door may be replaced only with a non-perforated door; and
3. Deville doors or similar if installed must be in keeping with the existing colour and design of other doors already installed in the garage/s, in the executive committee's reasonable opinion.

INTERPRETATION

Where any term used in this by-law is defined in the Strata Schemes Management Act 1996 (Act), it has the same meaning as in that Act.

Include and including and similar expressions are not words of limitation.

The singular includes the plural and vice versa.

SCOPE OF BY-LAW

Subject to compliance with all the Conditions of this by-law, Owners will have a special privilege to install, keep, maintain and replace their respective Garage Door Works, at their own cost whether or not the Garage Door Works occurred before or after the date of the making of this by-law.

CONDITIONS

1. Owners may remove or alter or replace existing garage doors in their respective Lot and the necessarily affected common property only if they comply with applicable Specifications.
2. Before undertaking Garage Door Works after the date of the making of this by-law, an Owner must first at their own cost:
 - a. apply in writing to the executive committee for approval for the proposed Garage Door Works, providing all details of observance with the Specifications and any other details reasonably required.
 - b. obtain written permission of the executive committee to the proposal; such permission not to be unreasonably withheld or delayed.
3. When carrying out work in connection with the approved Garage Door Works, the relevant Owner must:

- a. use qualified, licensed and suitably insured tradespersons;
 - b. ensure that the Garage Door Works is carried out pursuant to the manufacturer's specifications;
 - c. carry out the Garage Door Works only between the hours of 8.00am and 5.00pm, Monday to Friday, and 8.00am to 1.00pm Saturdays; not on Sundays or public holidays;
 - d. comply with executive committee's requirements and all other by-laws that may impact on the work being done;
 - e. protect all areas of the common property from damage from their Garage Door Works;
 - f. transport all materials, equipment, debris and other material connected to the Garage Door Works as directed by the building manager for the strata scheme;
 - g. keep all areas in the strata scheme affected by their Garage Door Works clean and tidy; and
 - h. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any occupier of the strata scheme or other Owner.
4. At all times, the relevant Owner must at their own cost:
 - a. properly maintain and keep their Garage Door Works (and each part of it including ancillary items) in a state of good and serviceable repair and replace it as the owners corporation may require from time to time.
 - b. accept liability for damage caused to any Lot or common property or personal property as a result of the installation, performance maintenance or repair/replacement of their Garage Door Works and be responsible to make good such damage immediately after it has occurred;
 - c. comply with the Act and its Regulations and relevant statutory authority requirements (if applicable) and all by-law that may be impacted by their Garage Door Works; and
 - d. indemnify the owner corporation from all claims, loss and damage the owners corporation suffers (including legal costs) as a result of undertaking their Garage Door Works, and/or the performance, maintenance, repair or replacement of those Garage Door Works and must pay those costs on demand.
 5. For the purpose of insurance, Garage Door Works will remain the respective Owners' fixtures.
 6. In so far as Garage Door Works add to or alter common property for the purpose of improving and enhancing that common property, the owners corporation specially resolves pursuant to section 65A of the Act that the relevant Owner;
 - a. is specifically authorised to take action; and
 - b. must maintain the subject property in accordance with the Conditions of the by-law.

REMEDY

7. If an Owner fails to comply with any obligation of this by-law, then the owners corporation may:
 - a. enter any part of the building or buildings to carry out the necessary work to perform that Owner's obligation; and
 - b. recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

SPECIAL BY-LAW NO. 2 – BY-LAW FOR EXHAUST FAN WORKS

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:
"Community Management Statement" means the community management statement registered with deposited plan 270215.

"Exhaust Fan Works" means the alterations and additions undertaken by Owners to install a kitchen exhaust system in their lot and so much of the adjoining common property as is necessary (including all ancillary structures) and that is approved by the executive committee of the Community Association of deposited plan no. 270215 in accordance with by-law 3 of the Community Management Statement.

"Owners" means each of the owners of strata plan no. 62406.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. SCOPE OF BY-LAW

iii) Owners must not undertake any Exhaust Fan Works except in accordance with this by-law.

C. CONDITIONS SPECIFICATIONS

iv) Owners must seek the prior approval of the executive committee as to the specifications, style and materials used for their Exhaust Fan Works and Owners must comply and continue to comply with any other requirements of the owners corporation regarding the Exhaust Fan Works.

Appearance

v) So much of the Exhaust Fan Works that are visible from outside a lot must be in keeping with the rest of the building, such appearance to be approved by the owners corporation (by its executive committee) in its reasonable opinion before the Exhaust Fan Works are carried out.

Maintenance

- vi) Owners must properly maintain and keep the common property to which their Exhaust Fan Works are erected or attached in a state of good and serviceable repair.
- vii) Owners must properly maintain and keep the Exhaust Fan Works in a state of good and serviceable repair and must replace the Exhaust Fan Works (or any part of them) as required from time to time.
- viii) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Exhaust Fan Works proposed under this by-law.

Documentation

- ix) Before commencing the Exhaust Fan Works the Owner must submit to the owners corporation the following documents relating to the Exhaust Fan Works:
 - a) plans and drawings;
 - b) specifications;
 - c) structural diagrams; and or
 - d) any other document reasonably required by the owners corporation.

Insurance

- x) Before commencing the Exhaust Fan Works Owners must effect the following insurances in the joint names of the Owner and owners corporation:
 - a) contractors all works insurance;
 - b) insurance required under the Home Building Act 1989 (if required);

- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

- xi) In performing Exhaust Fan Works, Owners must:
 - j) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
 - k) protect all areas of the scheme outside their lot from damage by the Exhaust Fan Works or the transportation of construction materials, equipment, debris;
 - l) keep all areas of the building outside their lot clean and tidy throughout the performance of the Exhaust Fan Works;
 - m) only perform the Exhaust Fan Works at the times approved by the owners corporation;
 - n) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - o) remove all debris resulting from the Exhaust Fan Works immediately from the building; and
 - p) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Exhaust Fan Works.

Liability

- xii) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of their Exhaust Fan Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- xiii) Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Exhaust Fan Works on the common property including liability under section 65(6) in respect of any property of the respective Owner.

Cost of Works

- xiv) The Exhaust Fan Works must be undertaken at the cost of the respective Owner.

Licensed Contractor

- xv) The Exhaust Fan Works shall be done:
 - a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

- xvi) In performing Exhaust Fan Works Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners' servants, agents and contractors.

Owners Fixtures

- xvii) The Exhaust Fan Works shall remain the Owners' fixtures.

Right to Remedy Default

- xviii) If Owners or any of them fail to comply with any obligation under this by-law, THEN the owners corporation may:
 - a) carry out all work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and

- c) recover the costs of carrying out that work from the defaulting Owner.

SPECIAL BY-LAW NO.3 - BY-LAW FOR ADDITIONAL AIR CONDITIONING VENTILATION EQUIPMENT

A. DEFINITIONS

- i) In this by-law:

"Additional Air Conditioning Ventilation Equipment" means the additional plant and equipment installed by the owners corporation in the common property to provide improve the air-conditioning performance to individual lots in the building (including all ancillary structures) and approved by the Executive Committee under by-law 2 of the Community Management Statement.

"Community Association" means the community association constituted on registration of DP 270215.

"Community Management Statement" means the community management statement registered with DP 270215.

"Executive Committee" means the executive committee of the Community Association as constituted or elected under the Community Management Statement.

"Owners" means each of the owners or occupiers of lots in Strata Plan No. 62406.

- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. SCOPE OF BY-LAW

- iii) The owners corporation must only install the Additional Air-Conditioning Ventilation Equipment in accordance with:
 - (a) this by-law; and
 - (b) the requirements of by-law 3.4 of the Community Management Statement.

C. POWERS & DUTIES

- iv) The owners corporation shall have the following additional powers, authorities, duties and functions:
 - (a) the power to install the Additional Air-Conditioning Ventilation Equipment in the common property;
 - (b) the power to enter arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Air-Conditioning Ventilation Equipment (or any part of it);
 - (c) the duty to keep the Additional Air-Conditioning Ventilation Equipment installed pursuant to this by-law in good and serviceable repair;
 - (d) the power to replace the Additional Air-Conditioning Ventilation Equipment (or any part of it) from time to time as determined by the owners corporation; and
 - (e) the power to enter onto any part of the parcel to carry out its duties and functions under this by-law.

SPECIAL BY-LAW NO.4 - BY-LAW FOR PERGOLA WORKS

A. DEFINITIONS

i) In this by-law, the following terms are defined to mean:
"Community Management Statement" means the community management statement registered with DP 270215.

"Executive Committee" means the executive committee of the Community Association as constituted or elected under the Community Management Statement.

"Owners" means each of the owners or occupiers in strata plan no. 62406.

"Pergola Works" means the alterations and additions undertaken by Owners (at that Owner's cost and to remain that Owner's fixtures) to install a pergola to their respective lot and so much of the adjoining common property as is necessary (including all ancillary structures) both before and after the making of this by-law:

- as approved by the Executive Committee under by-law 2 of the Community Management Statement; and
 - in accordance with the designs, specifications, materials and copies of plans and drawings attached to the minutes of the meeting at which this by-law was made.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. SCOPE OF BY-LAW

- iii) Pursuant to clause 10 of the registered by-laws for Strata Plan No. 62406, Owners must only carry out the Pergola Works in accordance with this by-law and must ensure that any Pergola Works carried out before the making of this by-law complies with this by-law.

C. OWNERS' OBLIGATIONS

Before commencing the Pergola Works

- v) Owners must obtain approval for the performance of the Pergola Works from:
- a) the engineer nominated by the owners corporation;
 - b) the relevant consent authority under the Environmental Planning and Assessment Act;
 - c) an any other relevant statutory authority whose requirements apply to the Pergola Works.
- iv) Owners must effect the following insurances in the joint names or the Owner and owners corporation:
- d) contractors all works insurance;
 - e) insurance required under the Home Building Act 1989 (if required);
 - f) workers compensation insurance; and
 - g) public liability insurance in the amount of \$10,000,000.

While carrying out the Pergola Works

- vi) In carrying out the Pergola Works, Owners must:
- h) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
 - i) protect all areas of the building outside their lot from damage by the Pergola Works or the transportation of construction materials, equipment, debris;
 - j) keep all areas of the building outside their lot clear and tidy throughout the Performance of the Pergola Works;

- k) only perform the Pergola Works at the times approved by the owners corporation;
 - l) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - m) remove all debris resulting from the Pergola Works immediately from the building; and
 - n) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Pergola Works.
- vii) Owners must ensure that the Pergola Works shall be done:
- a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications attached to the minutes of the meeting at which this by-law was made.

After completing the Pergola Works

- ix) Owners must deliver to the owners corporation the following documents relating to the Pergola Works:
 - a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Pergola Works and the building; and
 - b) any other document reasonably required by the owners corporation.
- x) Owners must, at that Owner's cost:
 - a) properly maintain and keep the common property to which the Pergola Works are erected or attached in a state of good and serviceable repair; and
 - b) properly maintain and keep the Pergola Works in a state of good and serviceable repair and must replace the Pergola Works (or any part of them) as required from time to time.
 - c) That were additional costs are incurred by the owners corporation in maintaining common property as a result the pergola works these additional costs must be paid by the Owner.
- xi) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Pergola Works proposed under this by-law.

Liability

- xii) Owners will be liable for any damage caused to any part of the common property because of the erection or attachment of the Pergola Works to the common property and will make good that damage immediately after it has occurred.
- xiii) Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Pergola Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Right to Remedy Default

- xiv) If Owners fail to comply with any obligation under this by-law, THEN the owner's corporation may:
 - a) carry out all work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and
 - c) recover the costs of carrying out that work from the Owner as a debt.
- xv) Any debt for which Owners are liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

SPECIAL BY-LAW NO. 5 - BY-LAW FOR RENOVATIONS LOT 19

A. Definitions

1. In this by-law, the following terms are defined to mean:
"Community Management Statement" means the executive committee of the Community Association as constituted or elected under the Community Management Statement.

"Executive Committee" means the executive committee of the Community Association as constituted or elected under the Community Management Statement.

"Owner" means the Owner from time to time of lot 19.

"Works" means the additions and alterations undertaken by the Owner:

- (a) as approved by the Executive Committee under by-law 2 of the Community Management and,
- (b) in accord with the designs, specifications, materials and copies of plans and drawings attached to the minutes of the meeting at which this by-law was made.

B. Rights

- 2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996 ("SSMA") they will have the same meaning as those words are attributed under that Act.
- 3. Subject to the conditions set out in this by-law the Owner will have:
 - (a) A special privilege in respect of the common property to perform the Works and to install and keep tie Works to and on the common property; and,
 - (b) The exclusive use of those pans of the common property occupied by the Works.

C. Conditions

Maintenance

- 4. The Owner must properly maintain and keep common property to which the Works are erected or attached in a state of good and serviceable repair.
- 5. The Owner must property maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- 6. After completing the Works the Owner must deliver to the Owners Corporation the following documents relating to the Works:
 - (a) Certification by an engineer nominated by the Owners Corporation as to the Structural integrity of the Works and the building; and,
 - (b) Any other document reasonably required by the Owners Corporation.

Approvals

- 7. Before commencing the Works, the Owner must obtain approval for the performance of the Works from any relevant statutory authority whose requirements apply to the Works.

Insurance

- 8. Before commencing the Works the Owner must effect the following insurances in the joint names of me Owner and the Owners Corporation:
 - (a) Contractors or Works Insurance;
 - (b) Insurance required under the Home Building Act 1989;
 - (c) Workers Compensation insurance; and,
 - (d) Public Liability insurance in the amount of \$20,000,000.

Performance of Works

9. In performing the Works the Owner must:
- (a) Transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - (b) Protect all areas of the strata scheme outside lot 19 from damage by the Works or by the transportation of construction material, equipment, and debris in the manner reasonably acceptable to the Owners Corporation;
 - (c) Keep all areas of the building outside lot 19 clean and tidy throughout the performance of the Works;
 - (d) Only perform the Works at the time approved by the Owners Corporation;
 - (e) Not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) Remove all debris resulting from the Works immediately from the building; and,
 - (g) Comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works.

Liability

10. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good any damage immediately after It has occurred.

Indemnity

11. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

12. The Works must be undertaken at the cost of the Owner.

Costs of By-law, Approvals & Certification.

13. The Owner will indemnify the Owners Corporation for all the costs of considering and making this by-law, approving any plans, drawing any other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

14. The Works shall be done:
- (a) In a proper workman like manner and by duly licensed contractors; and,
 - (b) In accord with the drawings and specifications (if any) approved by the Local Council and the Owners Corporation.

Statutory Direction

15. In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for the compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owner's Fixtures

16. The Works shall remain the Owners fixtures.

Right to Remedy Default

17. If the Owner fails to comply with any obligation under his by-law then the Owners Corporation may:
- (a) Carry out all Works necessary to perform that obligation;
 - (b) Enter upon any part of the parcel to carry out that Work; and,
 - (c) Recover the costs of carrying out that Work from the Owner as a debt.

18. Any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations pursuant to the SSMA provide for another rate, that other rate and the interest will form part of that debt.

SPECIAL BY-LAW NO. 6 – SERVICE OF MEETING DOCUMENTS AND NOTICE BOARD

Notice of Executive Committee Meetings

- (i) The executive committee must give notice of its intention to hold a meeting at least 72 hours before the time fixed for the meeting by giving written notice to each owner and executive committee member, in accordance with the provisions below.
- (ii) Notice of an executive committee meeting must specify when and where the meeting is to be held and contain a detailed agenda for the meeting.
- (iii) A notice of an executive committee meeting shall be given to a person by electronic means if the person has given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996
- (iv) If a person has not given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996, the requirement to serve a notice of an executive committee meeting for that person shall be satisfied if a notice is posted on the Owners Corporation's notice board at least 72 hours prior to the time fixed for that meeting.

Minutes of Executive Committee meetings

- (v) Within 7 days after a meeting of the executive committee, the executive committee must cause a copy of the minutes of the executive committee meeting to be served on each owner and executive committee member.
- (vi) Minutes of an executive committee meeting shall be served on a person by electronic means if the person has given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996 .
- (vii) If a person has not given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996, the requirement to serve the minutes of an executive committee meeting shall be satisfied if the minutes are posted on the Owners Corporation's notice board within 7 days after the date of the executive committee meeting.

Notice of general meetings of the owners corporation

- (viii) A notice of a general meeting of the owners corporation other than an Annual General Meeting may be given to a person by electronic means if the person has given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996 and the notice is served on that address within the time permitted by the Strata Schemes Management Act 1996.

Minutes of general meetings of the owners corporation

- (ix) Minutes of a general meeting of the owners corporation may be served on a person by electronic means if the person has given the owners corporation an e-mail address for the service of notices under the Strata Schemes Management Act 1996.
- (x) For the purpose of this by-law, a document served by post shall be taken to have been served on the fourth working day after it is posted. "Working day" means a day that is not:
 - (a) a Saturday or Sunday, or
 - (b) a public holiday or a bank holiday in the place to which the letter was addressed.

Notice board

- (xi) The Owners Corporation shall be required to maintain a notice board.

SPECIAL BY-LAW NO. 7 - RESTRICTIONS ON USE OF LOTS

- (1) The Owners and Occupiers acknowledge and agree that the Strata Scheme is a residential strata scheme and, accordingly, no Owner or Occupier may use the Lot or permit the Lot to be used for commercial purposes.
- (2) Clause (1) of this by-law does not prohibit the use of part of a Lot by an Owner or Occupier as a study or the conduct within the Lot of the personal business of an Owner or Occupier provided that that business does not involve the operation within the Lot of an office employing persons in the Lot who are not otherwise Owners or Occupiers of that Lot.
- (3) Without limiting clause (2) of this by-law, the Owner or Occupier of a Lot must not carry on any business in the Lot which would, or would be likely to, result in more than four visitors visiting the Lot in any 24 hour period.
- (4) For the avoidance of doubt, the licence or permission to use or occupy a Lot for a period of less than three months duration, otherwise than pursuant to a lease under the Residential Tenancies Act 2010, is a commercial use of the Lot and an Owner or Occupier of a Lot must not grant a licence or sub-licence of the Lot for any period of less than three months duration.
- (5) This by-law is a fundamental term in any lease or licence granting rights of occupation to the Lot, whether or not the lease or licence contains a clause having the same effect as this bylaw.
- (6) If a lessee, licensee or other Occupier of a Lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the Lot thereunder.
- (7) Notwithstanding clause (2), an Owner or Occupier of a Lot must not:
 - (a) carry on any business in the Lot in contravention of:
 - (i) any condition of the development approval for the development of the site now occupied by the Strata Scheme; or
 - (ii) the zoning for the Lot and/or the Strata Scheme; or
 - (iii) any development control plan, local environment plan or other instrument under the Environmental Planning & Assessment Act 1979, or any statute amending or replacing the same, encompassing or affecting the Strata Scheme; or
 - (b) use or permit the Lot to be used as or for:
 - (i) backpacker or hostel accommodation;
 - (ii) a boarding house;
 - (iii) a motel, hotel, bed and breakfast or similar accommodation;
 - (iv) a serviced apartment;
 - (v) a brothel, massage parlour or escort agency;
 - (vi) the supply or use of prohibited drugs or substances;
 - (vii) temporary refuge or crisis accommodation described in section 8(1) of the Residential Tenancies Act 2010.
- (8) The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular but without limitation, compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers of Lots.
- (9) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the Environmental Planning & Assessment Act 1979 and Regulations thereunder or any Act or Regulations replacing the same;
 - (b) any conditions of any consent given by Sydney City Council in connection with the development approval for the development of the site now constituted by the Strata Scheme;
 - (c) the Strata Schemes (Freehold Development) Act 1973 or the Act and Regulations thereunder or any Act or Regulations replacing the same; and
 - (d) generally at law

SPECIAL BY-LAW NO. 8 - OVERCROWDING IN LOTS

- (1) For the purpose of protecting the health, safety (especially, but not limited to, fire safety) and welfare of all owners and occupiers of Lots in the strata scheme, the Owner or Occupier of a Lot must not permit the number of persons who sleep overnight in the Lot for more than two consecutive nights to exceed the number attained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of persons permitted to sleep overnight in the lot inclusive of the owner or occupier of the lot; and

B is the number of bedrooms in the Lot.

- (2) In this by-law:
- (a) one child under the age of five (5) years is not counted as a person; and
 - (b) two children under the age of five (5) years are counted as one person.
- (3) (a) A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard or terrace area (whether or not enclosed).
- (b) An Owner or Occupier of a Lot must not, without the prior approval of the Owners Corporation given by the adoption of a special privilege by-law under section 52 of the Act or any replacement thereof, erect any wall or structure within the Lot for the purpose of, or having the effect of, creating additional rooms within the Lot.
 - (c) If, after the registration of this by-law, an Owner or Occupier of a Lot erects a wall or other structure within the Lot in defiance of paragraph (3)(b) of this by-law, or encloses any part or all of a courtyard, terrace or balcony, in either case without the sanction of a by-law adopted by the Owners Corporation authorising those works, the Executive Committee may resolve to serve a notice on the Owner of the Lot requiring the wall, structure or enclosure to be removed.
 - (d) If the Executive Committee serves a written notice on the Owner of a Lot requiring that Owner to remove any wall, structure or enclosure erected on the Lot in defiance of paragraph (3)(b) of this by-law, the Owner must remove the wall, structure or enclosure within 21 days of service of the notice on that Owner.
 - (e) If an Owner served with a notice under paragraph 3(d) of this by-law defaults in complying with that notice, the Owners Corporation may:
 - (i) demand that the defaulting Owner do certain acts or things to remedy that default;
 - (ii) take such action as the Executive Committee considers is reasonable and appropriate in the circumstances to enforce the provisions of this by-law;
 - (iii) recover the costs of any action taken by the Executive Committee to enforce this by-law (including the costs of recovery) from the defaulting Owner as a debt due and payable;
 - (iv) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the Strata Schemes Management Act 1996 (or any Act or regulation amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and/or
 - (v) include reference to any such debt (including interest thereon) on notices under section 109 of the Act in respect of that Lot.

- (4) (a) This by-law is a fundamental term in any lease or licence granting rights of occupation to the Lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
- (b) The owner of a Lot must include in any lease or licence granting rights of occupation to the Lot a clause providing that any breach of this by-law is an event of default on the part of the lessee, licensee or other occupier occasioning immediate termination of the lease or licence.
- (c) If a lessee, licensee or other Occupier of a Lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the Lot thereunder.
- (5) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the Environmental Planning & Assessment Act 1979 and Regulations thereunder or any Act or Regulations replacing the same;
 - (b) any conditions of any consent given by Sydney City Council in connection with the development approval for the development of the site now constituted by the Strata Scheme;
 - (f) the Strata Schemes (Freehold Development) Act 1973 or the Act and Regulations thereunder or any Act or Regulations replacing the same; and
 - (g) generally at law.

SPECIAL BY-LAW NO. 9 – KITCHEN, BATHROOM AND LAUNDRY WORKS

Definitions

"**Consent Form**" means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges and exclusive use in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document annexed to this by-law or otherwise as deemed appropriate from time to time.

"**Lot**" means a lot in strata plan no. 62406.

"**Owner**" means each of the registered owners for the time being of a Lot.

"**Works**" means an Owner's alterations and additions to their Lot and the necessarily affected common property:

- i. to remove original floor and/or wall tiles in a kitchen, laundry and/or bathroom; and/or
- ii. to install new floor surfaces and/or wall times (or other material) to the kitchen, laundry and/or bathrooms;

and including all ancillary work and structures.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

Rights

Subject to the Conditions, an owner will have a special privilege to undertake Works or any part of the Works and will have exclusive use of the common property immediately affected by such Works.

Conditions

1. Before carrying out any Works, the relevant Owner must:

- i. apply in writing to the executive committee for approval, including details of the proposed Works; and
 - ii. if the proposed Works involve interference with an existing waterproofing membrane, agree to ensure that the Owner, at their cost, will produce written certification and a warranty that the watertight integrity of the building will not be compromised by the Works;
 - iii. obtain the written approval of the Owners Corporation (by its executive committee) to the proposed Works; and
 - iv. execute the Consent Form and deliver it to the executive committee.
2. When carrying out the approved Works, the relevant Owner must:
- i. use qualified, reputable and appropriately licensed and insured contractors;
 - ii. do the work in a proper manner, in a timely fashion and to the executive committee's reasonable satisfaction;
 - iii. be liable for and immediately repair any damage caused to common property, the subject Lot, any other Lot or the property of any occupier;
 - iv. in the case of Works involving interference with an existing waterproofing membrane, ensure that the watertight integrity of the building is not compromised by Works done or not done as the case may be;
 - v. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned on common property; and
 - vi. comply with the reasonable directions of the executive committee (or the Building Manager for the strata scheme).
3. Following the completion of the Works, and if the Works included interference with a waterproofing membrane in the executive committee's reasonable opinion, the relevant Owner of the Lot must provide (at their cost) a copy of the certification from the qualified contractor who carried out the Works that the waterproof membrane affected by the Works is effective and covered by a new and appropriate warranty.
4. At all time the relevant Owner must:
- i. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
 - ii. maintain, repair and replace their Works at their cost and as the Owners Corporation may reasonably require; and
 - iii. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance or repair/replacement of their Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
 - iv. comply with the Strata Schemes Management Act 1996 (Act) and its Regulations; and
 - v. indemnify the Owners Corporation from all claims, loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of their Works and must pay those costs on demand.
5. The costs of the approved Works and compliance with this by-law are the Owner's sole responsibility.
6. For the purposed of insurance the Works will remain the respective Owner's fixtures.

General

The executive committee shall:

- i. consider applications for proposed Works only where the application complies with the requirements of this by-law; and
- ii. deal promptly with complying application; and
- iii. not unreasonably refuse a complying application.

Section 654

Where the Works add to or alter common property for the purpose of improving or enhancing that common property, the Owners Corporation specially resolves pursuant to section 65A of the Act

- i. the Owner is specifically authorised to take that action; and
- ii. the Owner must maintain the subject common property in accordance with the Conditions of this by-law.

Remedy

If any Owner fails to comply with any obligation of this by-law, the Owners Corporation may:

- i. enter any part of the parcel to carry out the necessary work to perform the obligation; and
- ii. take whatever legal action is required to prosecute the relevant Owner; and
- iii. recover the costs of carrying out that work and the costs of legal action from the respective Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

SPECIAL BY-LAW NO. 10 – RENOVATION BY-LAW

Definitions

1. In this by-law, the following terms are defined to mean:

"**Act**" means the Strata Schemes Management Act 1996 (NSW).

"**Authority**" means any government agency or any statutory, public or other authority having jurisdiction over the buildings.

"**Building Works**" means alterations to, additions to, removal of, repair of, and/or replacement of any part of a Lot or any fixture in a Lot.

"**Executive Committee**" means the executive committee appointed by the owners corporation.

"**Lot**" means a lot in strata plan no. 62406.

"**Owner**" means the registered owner, or mortgagee in possession, for the time being of a Lot.

"**Owners Corporation**" means the owners corporation constituted on registration of the strata plan.

2. Words importing:

- (a) the singular includes the plural and vice versa; and
- (b) a gender includes any gender.

3. Words defined in the Act have the meaning given to them in the Act.

Approval of the Owners Corporation required

4. Owners must not undertake or commence Building Works:

- (a) without the approval of the Owners Corporation or its Executive Committee;
- (b) except in accordance with the conditions of this by-law.

Applications for approval

5. An Owner wishing to procure approval of the Owners Corporation to carry out Building Works must:
 - (a) make an application in writing to the Owners Corporation;
 - (b) include with the application:
 - (i) details of the nature of the works including plans, drawings and specifications (if applicable);
 - (ii) details of the builder/contractor carrying out the works (including name, address, telephone number and licence number (if applicable)); and
 - (iii) details of the proposed commencing date and completion date of the works;
6. The Owners Corporation in considering whether or not to approve the Building Works may:
 - (a) require the Applicant to submit further information, such as, further plans, specifications or reports;
 - (b) waive the requirements to submit detailed plans and specifications;
 - (c) require the Applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Building Works will not impact upon the structural integrity of the building; or
 - (d) appoint a consultant to review any material or any information provided by the Applicant and to make recommendations (the Owners Corporation may require the Applicant to pay for or accept responsibility for payment of the consultant's fees);
 - (e) act in its own discretion;
 - (f) approve it unconditionally or impose conditions;
 - (g) disregard its previous decision.

Procedures before you carry out Building Works

7. An Owner must not carry out or commence to carry out Building Works unless:
 - (a) the Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:
 - (i) details of the nature of the works including plans, drawings and specification (if applicable);
 - (ii) details of the builder/contractor carrying out the works (including name, address, telephone number and licence number (if applicable)); and
 - (iii) details of the proposed commencing date and completion date of the works.
 - (b) the Owners Corporation has given approval in writing for the Building Works.
 - (c) all necessary consents from the relevant Authorities have been procured including a development consent (if applicable) and copies given to the Owners Corporation;
 - (d) all relevant insurances are in place and copies of the policy and a Certificate of Currency given to the Owners Corporation if requested.

Conditions when carrying out Building Works

8. An Owner carrying out Building Works must:
 - (a) comply with the reasonable requirements of and conditions imposed by the Owners Corporation relating to their conduct;
 - (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
 - (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified, and where appropriate, licensed tradesmen;
 - (e) ensure the works are carried out without undue delay;

- (f) ensure no materials, tools, rubbish or debris are left lying about the common property.
- (g) ensure the works cause as little disturbance as is practicable to other Owners and occupiers;
- (h) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the common property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or occupier, or if damage is caused, immediately make good that damage
- (k) ensure the works are only carried out within the time permitted by any development consent or, there is no development consent, within any reasonable times prescribed by the Owners Corporation;
- (l) transport all materials, equipment, debris and other materials arising from the works through the building as directed by the Owners Corporation;
- (m) take necessary action to protect all areas of the building from damage when carrying out the work;
- (n) ensure that the works do not transmit unnecessary noise that is likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot.

Completion of Building Works

9. On completion of the Building Works, the Owner who has carried out the works must:
- (a) ensure all rubbish and debris caused by the works is removed from the building and environs and common property is left clean and tidy;
 - (b) if required by the Owners Corporation, give the Owners Corporation a set of as built plans of the works; and
 - (c) if required by the Owners Corporation, give the Owners Corporation a letter from a suitable qualified consultant (addressed to the Owners Corporation) certifying the completed Building Works do not impact on the structural integrity of the building or upon common property and have been completed in accordance with the plans and specifications.

Liability

10. An Owner will be liable for any damage caused to any part of the common property and any other Lot as a result of their Building Works and will make good that damage immediately after it has occurred.

Indemnity

11. An Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation and/or any other Owner suffers as a result of the performance, maintenance or replacement of their Building Works.

No right of special privilege/exclusive use

12. This by-law does not act in place of any consent required to undertake works:
- (a) that give an Owner a special privilege in respect of the common property to perform works to and on the common property in accordance with section 52 of the Act; and/or
 - (b) that give an Owner a right of exclusive use of parts of the common property occupied by works in accordance with section 52 of the Act; and/or
 - (c) that is in breach of any by-law applicable to the strata scheme.

Right to inspect Building Works

13. An Owner who has carried out Building Works must permit the Owners Corporation and/or its servants and consultants to enter the Lot to inspect the works;

Right in Owners Corporation to remedy default

14. If an Owner who carries out Building Works fails to comply with any obligation under this by-law, then the Owners Corporation may (at its discretion):
- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
 - (b) enter any part of the Lot to carry out its rights in this by-law;
 - (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 20% per annum, and calculated from the date of the relevant invoice until payment is made.